

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF 1	PAGES 4
AMENDMENT/MODIFICATION NO. M003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland, WA 99352		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) Contract Claims Services, Inc. Attn: Lisa McManus 300 East Rcyal Lane, Suite 200 Irving, TX 75039			(X)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC06-05RL14661	
				10B. DATED (SEE ITEM 13) 8/23/04	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

None

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)



X Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This modification adds clause H.13 (Workers' Compensation Claims for Conditions Related to Chronic Beryllium Disease or Beryllium Sensitivity).

The attached pages H-1, H-11 and H-12 replace existing pages H-1 and H-11.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Lisa McManus, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stacie L. Sedgwick	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 19 AUG 2005	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
NSN 7540-01-152-8070 PREVIOUS EDITION NOT USABLE		30-105	16C. DATE SIGNED 24 Aug 05 STANDARD FORM 30# (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Workers' Compensation Claims Services
 Contract No. DE-AC06-05RL14661
 Modification Number M003

Part I
 Section H

Section H

Special Contract Requirements

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submitted to and approved by the Contracting Officer. If approved, this alternate software will be purchased by the Government and furnished as Government provided equipment.

Connection to HLAN can be made via direct connection from a Hanford Facility or by Virtual Private Networking (VPN). VPN is a high speed, Internet based connection for those users who need full HLAN access from remote locations. This service requires the user to have a high-speed Internet service such as DSL, cable-modem or similar technology. VPN is provided for HLAN users under specific conditions.

Reference Section J, Attachment J.3, Hardware and Software System Requirements, for contractual requirements, including rates as of March 23, 2004, for VPN or HLAN direct access. Reference Section J, Attachment J.4, for the Memorandum of Understanding which is required upon contract award.

H.10 Incumbent Employees Hiring Preferences

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing the initial work force, and through the first six months after contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this contract to qualified employees employed by the incumbent contractor at contract award. It does not apply to the contractor's hiring of management staff (i.e., first line supervisors and above).

H.11 Certifications and Other Statements of the Offeror

The Representations, Certifications, and Other Statements of the offeror submitted with the offer for this contract are, by reference, hereby incorporated in and made a part of this contract.

H.12 Fines and Penalties Assessed Against DOE

In the event DOE is assessed a fine or penalty by the State of Washington pursuant to the Revised Code of Washington (RCW) Chapter 51.48, and DOE determines that the penalty was assessed because of action or inaction on the part of the Contractor, the Contractor shall be liable to DOE for the penalty amount. The Contractor shall either reimburse DOE for the amount of the penalty, or DOE shall have the right to off-set the amount of penalty against any amounts due under Clause H.5 of this contract.

H.13 Workers' Compensation Claims For Conditions Related to Chronic Beryllium Disease or Beryllium Sensitivity

In order to clarify the treatment of workers' claims that are for Conditions purportedly related to Chronic Beryllium Disease (CBD) or Beryllium Sensitivity, the following guidelines are provided:

a. Definitions

1. Valid Claim: For purposes of this clause, a valid (workers' compensation) claim is identified as a condition that has been:
 - i. diagnosed based upon objective medical evidence,

- ii. determined related to employment, on a more-probable-than-not basis, and
- iii. attested-to by signature from a licensed physician.

Diagnostic testing for all beryllium exposure claims will be provided at either Harborview Hospital in Seattle, Washington or at National Jewish Hospital in Denver, Colorado (or at other locations deemed acceptable by RL/ORP).

b. Application Guidelines

1. For workers with previously-validated Beryllium Sensitivity:

It is the opinion of medical experts that individuals diagnosed with Beryllium Sensitivity do not suffer any symptoms and no treatment is required other than surveillance exams on an annual basis or as otherwise specified by the physician. Therefore, the Contractor shall not authorize payment of any treatment that is submitted as related to a Beryllium Sensitivity condition, except for annual surveillance examinations.

2. For workers with previously-validated Chronic Beryllium Disease (CBD) claims:

According to medical experts, Chronic Beryllium Disease usually originates in the lungs. Research has found that people with Chronic Beryllium Disease often suffer from a variety of other, non-pulmonary illnesses, believed to be caused by CBD.

Accordingly, CCSI shall accept all Workers' Compensation claims for conditions diagnosed as a manifestation of CBD, when such claims are based upon the diagnosis of a physician who specializes in diagnosing and treating CBD, consistent with the criteria set forth in subsection (a.1) above. In such cases, CCSI is authorized to rely solely upon the diagnosis provided by such physician to support the diagnosis and relationship.

3. Workers without previously-validated CBD or Beryllium Sensitivity claims:

CCSI shall not authorize/approve any CBD or Beryllium Sensitivity related claim that does not meet with the Valid Claim requirements of subsection (a.1) above.